

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Juan A Garzon aka Alejandro Garzon, aka Alex Garzon

Claudia M. Garzon

Debtor(s)

Toyota Motor Credit Corporation

Movant

vs.

Juan A Garzon aka Alejandro Garzon, aka Alex Garzon  
Claudia M. Garzon

Debtor(s)

Juan Andres Garzon

Co- Debtor(s)

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 18-16259 mdc

11 U.S.C. Section 362 and 1301 (c)

**MOTION TO OBTAIN RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

**Toyota Motor Credit Corporation** ("Movant"), its successors and/or assigns filing this its Motion for Relief from the Automatic Stay ("Motion"), and in support thereof, would respectfully show:

1. On September 20, 2018, Debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. Section 105.361 and 362 and 28 U.S.C. Section 157 and 1334.
3. Movant is the owner and holder of a Motor Vehicle Closed-End Lease Agreement ("Agreement") signed by Debtor(s) for a lease of a 2016 TOYOTA COROLLA , VIN: 2T1BURHE8GC682353 ("Vehicle"). A true and correct copy of the Agreement is attached hereto as Exhibit "A".

4. Movant is the owner of the Vehicle, as is evidenced on the Certificate of Title for the Vehicle a 2016 TOYOTA COROLLA , VIN: 2T1BURHE8GC682353 ("Vehicle"). A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B".

5. By virtue of the above, Movant is the holder of a secured claim against Debtor(s) and Co- Debtor(s) ,Juan Andres Garzon.

6. As of March 21, 2019 the vehicle has been surrendered and is in possession of the Movant.

7. Debtor(s) and Co- Debtor(s), Juan Andres Garzon is/are in default under the terms of the Agreement by failing to make payments when due.

8. Debtor and Co- Debtor(s), Juan Andres Garzon has failed to make monthly post-petition payments in the amount of \$186.92 for the months of April 2019 through July 2019.

9. The total amount necessary to reinstate the loan post-petition is \$747.68.

10. The outstanding balance under the Lease is \$12,970.51.

11. Movant alleges that the automatic stay should be lifted for cause pursuant to 11 U.S.C. Section 362(d)(1) in that Movant lacks adequate protection of its interest in the Vehicle as evidenced by the following:

- (a) Debtor(s) and Co- Debtor(s), Juan Andres Garzon default under the terms of the Agreement by failing to make installment payments when due and owing thereunder:
- (b) The Vehicle and the value of the Vehicle is in a state of decline and continues to decline

12. The Movant hereby requests a waiver of Bankruptcy Rule 4001(a)(3).

13. This motion and the averments contained therein do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, PREMISES CONSIDERED. Movant respectfully prays that, upon final hearing of this Motion, (1) the automatic stay will be terminated as to Movant to permit Movant to seek its

statutory and other available remedies: (2) Movant be permitted to obtain possession of the Vehicle to the exclusion of Debtor(s): (3) Movant be granted such other and further relief, at law or in equity as is just.

Respectfully submitted,

**/s/ Kevin G. McDonald, Esquire**

Kevin G. McDonald, Esquire

KML Law Group, P.C.

701 Market Street, Suite 5000

Philadelphia, PA 19106-1532

Phone: (215) 627-1322 Fax: (215) 627-7734